

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)	
)	Bankr. Case No.: 19-11618-LSS
RYAN K. WOLFSON,)	
)	Chapter 7
Debtor.)	
_____)	
)	
RYAN K. WOLFSON,)	Adv. Proc. No.: 19-50717-LSS
)	
Plaintiff,)	
)	
v.)	
)	
BETSY DEVOS on behalf of THE)	
DEPARTMENT OF EDUCATION,)	
NAVIENT SOLUTIONS, INC.,)	
PENNSYLVANIA HIGHER)	
EDUCATION ASSISTANCE AGENCY)	
d/b/a FEDLOAN SERVICING and)	
AMERICAN EDUCATION SERVICES.)	
)	
Defendants.)	
_____)	

**STIPULATION BETWEEN PLAINTIFF AND NAVIENT SOLUTIONS, LLC
FOR DISCHARGE OF DEBT AND FOR DISMISSAL OF NAVIENT SOLUTIONS, INC.
AS A DEFENDANT IN THIS ADVERSARY PROCEEDING**

Plaintiff, Ryan K. Wolfson ("Plaintiff"), and Navient Solutions, LLC f/k/a Navient Solutions, Inc., ("Navient"), by and through their respective undersigned counsel, hereby stipulate as follows:

1. On July 20, 2019, Plaintiff filed a voluntary petition for relief under Chapter 7 of the United States Bankruptcy Code, and a discharge of eligible debts was entered on October 22, 2019.

2. On October 23, 2019, Plaintiff filed a Complaint, naming Navient Solutions, Inc. as one of the defendants, seeking a discharge of educational loan debt.

3. Plaintiff is indebted to Navient pursuant to the applicable terms of two (2) Signature Student Loan Promissory Notes ("Promissory Notes"), executed by Plaintiff to obtain an educational loans ("Signature Student Loans"), and identified by Navient's account number xxxxxx9247 (account number redacted in accordance with Fed.R.Bankr.P. 9037(a)(4)). More specifically, the Plaintiff's two Signature Student Loan Promissory Notes are held, respectfully, by Shenandoah Funding, LLC, a wholly owned subsidiary of Navient Credit Finance Corporation and SLM Private Education Trust 2011-A. Navient Solutions, LLC represents and warrants that it is the Master Servicer of both of Plaintiff's Signature Student Loans, with full authority to administer both of Plaintiff's Signature Student Loans, including authority to enter into this Stipulation to discharge these loans in this Stipulation.

4. As of the date of the filing of this adversary proceeding, there was a combined balance due and owing on the Plaintiff's Signature Student Loans, evidenced by the Promissory Notes referenced above, including principal, interest and fees, in the amount of \$21,949.19.

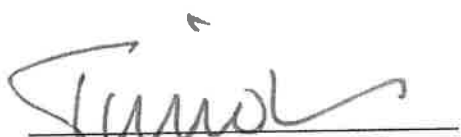
5. The parties to this Stipulation agree to a discharge of Plaintiff's liability on the debt due Navient, arising from the Signature Student Loans evidenced by the Promissory Notes referenced herein above, as included within the general discharge entered in Plaintiff's main bankruptcy case on October 22, 2019; upon entry of an Order approving this Stipulation, the Plaintiff's liability on the debt due Navient, owing on the Signature Student Loans evidenced by the Promissory Notes referenced herein above will be included within the general discharge entered in Plaintiff's main bankruptcy case, and will therefore be discharged.

6. The parties to this Stipulation agree to dismissal of Navient Solutions, Inc. as a defendant in this adversary proceeding, subject to the terms of this Stipulation, upon entry of an Order approving this Stipulation.

7. The parties agree that this Stipulation may be executed in counterparts, or by facsimile or electronic mail.

WHEREFORE, the parties to this Stipulation pray this Honorable Court for an Order approving this Stipulation and dismissing Navient Solutions, Inc. as a defendant in the above-captioned adversary proceeding.

By:



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